

RESOLUTION NO. 2024-05

A RESOLUTION OF THE HERONS GLEN RECREATION DISTRICT APPROVING EXPENDITURES FROM 2020 BOND FUNDS FOR MAINTENANCE BUILDING AND STORAGE PROJECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERONS GLEN RECREATION DISTRICT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. The Board of Supervisors (the "Board") of the Herons Glen Recreation District (the "District") is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 418, Part II, Florida Statutes, as amended, its Charter (Ordinance No. 98-08 adopted by Lee County, Florida on April 28, 1998, as amended by Ordinances 98-18 and 2- 25), Chapters 418, 197 and 189, Florida Statutes and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS.

A. The District is a local unit of special purpose government organized and existing under and pursuant to Chapter 418, Part II, Florida Statutes and the Act.

B. The District was established for the purpose of acquiring, purchasing, constructing, improving and equipping recreational facilities of all types, including land, improvements, and equipment such as golf, tennis, restaurant, and club facilities, which are owned or operated by the District for the benefit of the community.

C. The Board hereby determines that expenditures described below are to be made from the District's Bond funds for its Golf Course Improvement and Storage Building Projects.

D. This Resolution ratifies Board action taken on April 29, 2024 by voice vote.

SECTION 3. AUTHORIZATION. The Chairman, Vice-Chairman, other officers of the District and the District Manager are authorized and directed to expend the funds in an amount not to exceed those described for the following items or services:

A. Expend from the 2020 Bond Acquisition and Construction fund a not to exceed amount of \$170,760.00 for eight 40' High-Cube Connex "1-shipper" Container Structures, with related items and structural /Foundation design Permit Plans, and Structural Foundation Engineering signed/sealed plans, as described in the attached Exhibit A, and as modified by that certain addendum to the agreement attached hereto as Exhibit "B," all as part of the District's Golf Course Improvements and Storage Projects.


SECTION 4. MISCELLANEOUS. The Chairman, Vice-Chairman, other officers of the District and the District Manager, are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the District that are necessary or desirable in connection with the authorization granted herein if not inconsistent with the terms and provisions of this Resolution.

SECTION 5. SEVERABILITY. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the Herons Glen Recreation District on this 20th day of May 2024.

HERONS GLEN RECREATION DISTRICT



Peter Overs, Vice Chair

ATTEST:



Karen Mars, Assistant Treasurer/Secretary



Innovar Structures, LLC
 1510 US Hwy 17 North
 Wauchula, FL 33873
 Ph. 941-549-7494

PROPOSAL

Date	
4/10/2024	
Proposal No	Rev
2024.003	A
Design No: 2024.003	
Client Job No: TBD	

Client Name/Address
Heron's Glen Recreation District 2250 Heron's Glen Blvd., Suite 100 North Fort Myers, FL 33917 Ph: 239-731-4569

Job Info / Address
(R) 40' HC Storage Unit for Storage Facility
Price includes delivery to Destination

Description	Qty	Price	Total Price
Container Based Storage Units, to include the following: Eight 40' High-Cube Connex "1-shipper" Container structures with original swing doors Original swing container doors in tact, one operational, one fixed for Mechanical/Electrical Pictures Exterior Man doors, metal, insulated as per final drawings (5 double 6'-0", 4 Single 3'-0") w/loading lever hardware LED Lights, 2x4 ceiling mounted, three units per container, with switches at each door location AC outlets, Interior, two per container, Locations TBD 100 Amp Exterior Lug/Disconnect Box, One Per container (2) 12,000BTU AC units per container, mounted to one fixed original container door, w/airflow Closed Cell Interior insulation applied to container walls (1.5" thick) and ceiling (2" thick) Standard original wood floor, with up to 20 mils thick acrylic liquid floor coating applied, Clear Color. Exterior Finish, primed and painted, Color TBD Preparation and loading onto chassis/trailer for shipment Shipment to destination, Eight loads Embed Piles for insertion into foundation, Material Only, Installation and Foundation by Client/Others On-site support and supervision of Container installation, Estimated 2 days included On-site welding rig and crew to weld containers to foundation, Estimated 2 days included Warranty - 5 Years on Exterior Paint & 2 Years on the Single & Double Man-doors Structural/Foundation design and detailing - Permit Plans (Architectural, Structural, Electrical). Allowance Structural/Foundation Engineering, with signed and sealed plans for permitting. Allowance	1 ea	\$160,960.00 \$20,120.00	\$160,960.00
Options / Billed Separately:			\$4,800.00
1. Cranes Services. Estimated at \$3,600.00			\$5,000.00
Design Observations: 1. Unit has no plumbing or interior framing. 2. Foundation/Piles & other exterior structures (i.e. stairs, landings, railings, posts, beams, decking) are not included. 3. Design is considered as non-code compliant, no adherence to building codes is guaranteed, nor any inspections are performed. 4. Final layout and door locations to be determined and approved by Client prior to starting production.			

GENERAL NOTES / CONDITIONS

Proposal is based on specifications provided by Client. Structure is considered as a storage unit, non-code compliant. Proposal considers all material & labor for factory portion of build, and setting/welding units to existing foundation in field. Proposal is based on Client/Other acting as Builder/GC of Record, managing overall project, permitting, construction and sub-contracting processes as required. Civil, MEP, Life Safety, Surveying and other engineering services are not included in the scope of this proposal and must be provided by Client/others. Due to the volatility of steel pricing, Innovar Structures reserves the right to adjust price if fabrication timeline exceeds a 2 month period from date of acceptance. Innovar reserves the right to adjust price upon completion and approval of final Client design & engineering phases if Client changes design or materials. Any additional site visits, training or orientation requested by Client shall be billed additionally/separately at a rate of \$1,000.00/Day

PAYMENT SCHEDULE

10.00% Acceptance Payment	\$17,076.00
6.00% Engineering Payment	\$10,245.60
44.00% Production Payment	\$73,134.40
35.00% Completion of Fabrication	\$59,786.00
5.00% Delivery	\$8,538.00
100.00% Totals	\$170,760.00

Sales/Use Taxes to be calculated/applied at invoicing if applicable
 All payments are non-refundable once tasks are started
 1.5% per month finance charge for all unpaid past due invoices, us
 All disputes to be settled upon AAA Arbitration

Total Est. SF: 2,560 (Under Roof/Each)

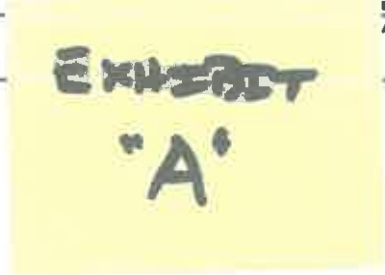
Any applicable state/VAT/other taxes to be determined and applied during invoicing.

Sub-Total	\$170,760.00
Discount/Credit	\$0.00
Sales Tax	\$0.00
Contingency Allowance	\$0.00
Total	\$170,760.00

All work will be done in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above this proposal. This Proposal and all subsequent agreement are contingent upon strikes, accidents, natural disasters or permitting/other delays beyond our control. Owner to carry all necessary Builder Risk Insurance.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 10 days due to the current volatility of steel/building materials pricing.

Signed By: *Joseph Davis* Date: 4/10/2024



Accepted By: _____ Date: _____

Design elements taken from Client Emails for Reference.



Yellow Lines= Single man door

Red Lines=Double man doors (instead of roll doors) 6' width



(2) 1-ton AC wall hung units stacked on left end access doors. Humistat: 60% humidity goal

8 Containers, 8'x40', 320sf *modified 2/27/24*

8 total containers: 40x8

Specs/Modifications:

- (2) w/ Double Man Door
- (8) w/ Single Man Door
- (16) 1-ton wall hung AC units stacked at end of access doors.
- Insulation 1.5" on walls; 2" in ceiling
- Floor w/ acrylic coating. Seal foam interior
- Electrical system for es. Unit 100amp panel



Innovar Structures, LLC
 7705 Holiday Dr
 Sarasota, FL 34231
 Ph. 941-549-7494

INVOICE
Date
4/10/2024
Invoice #
INS-20241004
2024.000
TBD

Client Name/Address
 Herons Glen Recreation District
 1150 Herons Glen Blvd., Suite 100
 North Fort Myers, FL 38817
 Ph: 239-781-4388
 hgndgm@hgndistm.com

PAYMENT TERMS
 Due Upon Receipt

Description	Qty	Price	Total Price
Acceptance Payment Acceptance & Engineering, based on Proposal - dated 4/10/2024	1	\$27,321.60	\$27,321.60

GENERAL NOTES / CONDITIONS
 Design/Engineering work to begin upon receipt of payment

PAYMENT DETAILS
 Billing to: Innovar Structures, LLC
 Mail to: 7705 Holiday Dr., Sarasota, FL 34231
 Wire To: Wells Fargo Bank
 Account #: 3680813468
 Routing #: 121000248

All payments are non-refundable once bills are closed
 1.5% per month finance charge for all unpaid past due balances
 All disputes to be settled upon AAA Arbitration

TOTALS

Sub-Total	\$27,321.60
Sales Tax	\$0.00
Total	\$27,321.60
Balance	\$27,321.60

Signed By: <i>Joseph Davis</i>	Date: 4/10/2024	Paid By:	Date:
--------------------------------	-----------------	----------	-------

Whereas, Herons Glen Recreation District ("HGRD"), solicited bids for 8 container based storage units from several companies, and, Innovar Structures ("Innovar") submitted a Proposal (the "Proposal") to HGRD on April 10th, 2024.

Whereas, the HGRD is desirous of doing business with Innovar and, therefore, the District and Innovar structures agree as follows:

That the Innovar bid is attached hereto, marked Exhibit A, and calls for a total price of \$170,760 plus the actual price of the crane service to put the containers in place estimated to be \$3,600.

That the Board of Supervisors of HGRD accepted said bid at their meeting on April 22, 2024, subject to the additional conditions and provisions of this Addendum to the Proposal.

That the District's acceptance was conditioned on HGRD being able to get Lee County to agree to a modification of the Land Development Order, and a Permit, for the location/installation where the containers are to be set for use.

That HGRD wishes to purchase from Innovar Structures the structural/foundation design and detailing (Architectural, Structural, Electrical) as well as the Structural/Foundation Engineering with signed and sealed plans for permitting for the sum of \$10,245 an amount included in the bid marked Exhibit A.

And it is further agreed between HGRD and Innovar as follows:

1. HGRD, the District will remit \$10,245 for Innovar Structures to develop and deliver the documents referred to in the last paragraph above. This amount will be subtracted from the total bid but will not be refundable should HGRD not get the LDO modification it needs to proceed.
2. Innovar Structures will maintain its bid of April 10, 2024 for 6 months from the date of this agreement.
3. Should the LDO modification process take more than 6 months, Innovar will have the option of maintaining its bid until a decision is made on the modification by Lee County. If it decides to maintain its bid it will notify HGRD prior to the expiration of the 6 months in writing. HGRD will update Innovar timely as to any action by Lee County on the LDO modification.
4. HGRD agrees that it will not solicit bids to compete with the April 10th, 2024 bid from Innovar which it has accepted.
5. It further agrees that in the event the LDO is not modified within 6 months and Innovar determines not continue under its bid, that HGRD will not use the foundation plans Innovar generated in any future project without the permission of Innovar.
6. It is further agreed that both parties will follow through per the terms of the bid should Lee County approve the modified LDO."

Herons Glen Recreation District

By: 
Its General Manager

Dated: 4/30/24

Innovar Structures

By: 

Dated: 4/30/2024

EXHIBIT
B

EXHIBIT "A"



Innovar Structures, LLC
 1510 US Hwy 17 North
 Weuchita, FL 33873
 Ph. 841-845-7404

PROPOSAL	
Date:	4/10/2024
Proposal No:	3204008
Rev:	A
Project #:	3204008
Client #:	100

Client Name/Address
Morgan Gate Recreation District 2222 Norman Glen Blvd., Suite 100 North Fort Myers, FL 33917 Ph: 239-793-4550

Job Info / Address
68201 McGeorge Blvd (McGeorge Express) Price includes delivery to destination

Description	Qty	Price	Total Price
container based storage units, to include the following: Style 40' High-Cube Custom "1-shipper" Container structures with original swing doors Original swing container doors in tact, non operational, one fixed 2' Mechanical/Electrical Portals Exterior louver doors, total, installed as per final drawings (5 double 6'-0", 4 Single 6'-0") w/locking lever hardware LED Lighting, 2nd ceiling mounted, three units per container, with switches at each door location AC units, interior, two per container, Location TBD 100 Amp Breaker Lug/Circuit Breaker, One Per container (2) 32,000BTU AC units per container, mounted to one fixed original container door, to Mount Circuit Cell Insulator Installation applied to container walls (1/2" thick) and ceiling (2" thick) Standard original wood floor, with up to 30 mil thick acrylic liquid floor coating applied, Clear Color. Interior Finish, primed and painted, Color TBD Preparation and loading onto dolly/trailer for shipment Statement to destination, Right load Embed Plates for location into foundation, Material Only, installation and Foundation by Client/Other On-site support and operation of Container Installation, Estimated 2 days included On-site working rig and crew to weld containers to foundation, Estimated 2 days included Warranty - 3 Years on Exterior Paint & 3 Years on the Single & Double louver doors Structure/Foundation design and detailing - Permit Plans (Architectural, Structural, Electrical) Allowance Structure/Foundation Engineering, with signed and sealed plans for permitting, Allowance	2	\$160,960.00	\$160,960.00
	00	\$29,138.00	
			\$4,800.00
			\$5,000.00

Options / Billed Separately

1. Crane Service, Estimated at \$8,000.00

Design Allowances

1. Unit has no plumbing or interior flooring.

2. Foundation/Plinths & other exterior structures (i.e. roofs, awnings, ceilings, posts, beams, siding) are not included.

1. All prices are based on the current market conditions. Building supply prices are subject to change and are subject to change without notice. All prices are subject to change without notice.

GENERAL NOTES & CONDITIONS

Proposed client is not to be considered a Client. Structures considered as a Storage unit, not code compliant. Financial considers all material & labor for factory portion of build, and setting/adding units to existing foundation at site. Proposal is based on Client/Other acting as the holder of all permit managing/permitting, construction and sub-contracting (includes as required), Civil, MEP (life safety), surveying and other engineering services are not included in the scope of this proposal and must be provided by Client/Other. Due to the volatility of steel pricing, Innovar Structures reserves the right to adjust price of fabrication whenever exceeds a 2 month period from date of acceptance. Client reserves the right to adjust price upon completion and approval of final Client design & engineering phases if Client changes design or materials. Any additional site visits, training or orientation (requested by Client) shall be billed additionally/separately at a rate of \$1,000.00/Day.

PAYMENT SCHEDULE

20.00%	Acceptance Payment	\$32,192.00
5.00%	Engineering Payment	\$9,549.00
44.00%	Production Payment	\$70,534.00
33.00%	Completion of Fabrication	\$52,706.00
3.00%	Delivery	\$4,800.00
100.00%	TOTAL	\$170,780.00

Total Est. \$: 2,000 (Under Budget)											
	<table border="1"> <tr> <td>Sub-Total</td> <td>\$170,780.00</td> </tr> <tr> <td>Discount/Credits</td> <td>\$0.00</td> </tr> <tr> <td>Sales Tax</td> <td>\$0.00</td> </tr> <tr> <td>Contingency Allowance</td> <td>\$0.00</td> </tr> <tr> <td>Total</td> <td>\$170,780.00</td> </tr> </table>	Sub-Total	\$170,780.00	Discount/Credits	\$0.00	Sales Tax	\$0.00	Contingency Allowance	\$0.00	Total	\$170,780.00
Sub-Total	\$170,780.00										
Discount/Credits	\$0.00										
Sales Tax	\$0.00										
Contingency Allowance	\$0.00										
Total	\$170,780.00										
<p>All work will be done in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be assessed only upon written change orders, and will become an extra charge over and above this proposal. This Proposal and all subsequent agreement are contingent upon strikes, accidents, natural disasters or permitting/other delays beyond our control. Owner to carry all necessary Builder Risk Insurance.</p>	<p>Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 30 days due to the current volatility of cost of steel, materials, and labor.</p>										
<table border="1"> <tr> <td>Signed By:</td> <td>Date:</td> </tr> <tr> <td><i>Amel Daut</i></td> <td>4/10/2024</td> </tr> </table>	Signed By:	Date:	<i>Amel Daut</i>	4/10/2024	<table border="1"> <tr> <td>Accepted By:</td> <td>Date:</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Accepted By:	Date:				
Signed By:	Date:										
<i>Amel Daut</i>	4/10/2024										
Accepted By:	Date:										